RICHLAND MANOR

ELLETTSVILLE, INDIANA

We, the undersigned, RICHLAND HOMES, INC.	owner of the real	estate shown and	described herein, do	hereby certify that we have laid
oil, platted and subdivided, and do hereby	r lay off, plat and	subdivide, said	real estate in accorda	nce with the written plat, and as
further amplified by the restrictive cover	ants as follows:			

- 1. All lots in said subdivision shall be known and described as residential lots, shall be sold and used solely for residential purposes and shall not be used for any business or commercial purposes.
- 2. No dwelling shall be permitted on any lot at a cost of less than Six Thousand Dollars (\$6,000.00) based upon cost levels prevailing on the date of these covenants or restrictions, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main floor structure exclusive of one story, open porches and garages, shall be not less than 850 square feet for a one story dwelling nor less than 700 square feet for a dwelling of more than one story.
- 3. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 25 feet to a my side street line. No building shall be located nearer than 6 feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 30 feet or more from the minimum building set-back line. These requirements may be varied by the civil authority having jurisdiction.
- 4. For the purpose of the above covenants, eaves, steps, and open porches shall not be considered as a part of the building, provided, however that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot.
- 5. No dwelling shall be erected or placed on any lot having a width of less than 45 feet at the minimum building set-back line, nor
- 6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any
- 9. No structure shall be moved onto any of said lots. All structures erected on said lots shall be newly erected thereon.

shall any dwelling be erected on any lot having an area of less than 6,000 square feet.

lot at any time as a residence either temporarily or permanently.

- 10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than I square foot, I sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
- 11. No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- 12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste nor shall such waste be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No fences shall be erected or maintained in front of the front building set-back line.
- 13. No wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line or in the case of a rounded property corner from the intersection of the street property line extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
- 14. No buildings shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. There shall be no sub-division of any lots, nor any sale thereof in parcels except that a portion or portions of an unimproved lot may be sold to an adjoining lot owner if no new lot is thereby created. Two or more lots may be combined to provide areas for the erection of multiple dwellings provided that parking space of two vehicles per unit is provided and that other provisions of these restrictions are met.
- 15. Nothing herein contained shall be construed to preclude the erection of a residence on more than one lot; and, in such a case, the property line of the ownership shall be the "lot line" for purposes of determining compliance with these restrictions.
- 16. These covenants are to run with the land and shall be binding all parties and all persons claiming under them for a period of twentyfive years from the dates these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.
- 17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

State of Indiana)

Before me the undersigned Notary Public in and for the County and State, personally appeared Richard E. McQueen and J.E. Lindley, President and Secretary-Treasurer, respectively, of Richland Homes, Inc., and each separately and severally acknowledged the execution of the foregoing instrument as her or his voluntary act and deed, for the purposes therein approved.

Witness my hand and notarial seal this 79 day of men, 1963.

My commission expires: 9-19-65

CEPTIFICATOS

Under authority provided by Chapter 174 Acts of 1947 enacted by the General Assembly of the State of Indiana, and all acts amendatory t hereto, and ordinance adopted by the Board of County Commissioners of the County of Monroe, Indians, this plat was given approval by the County of Monroe as follows:

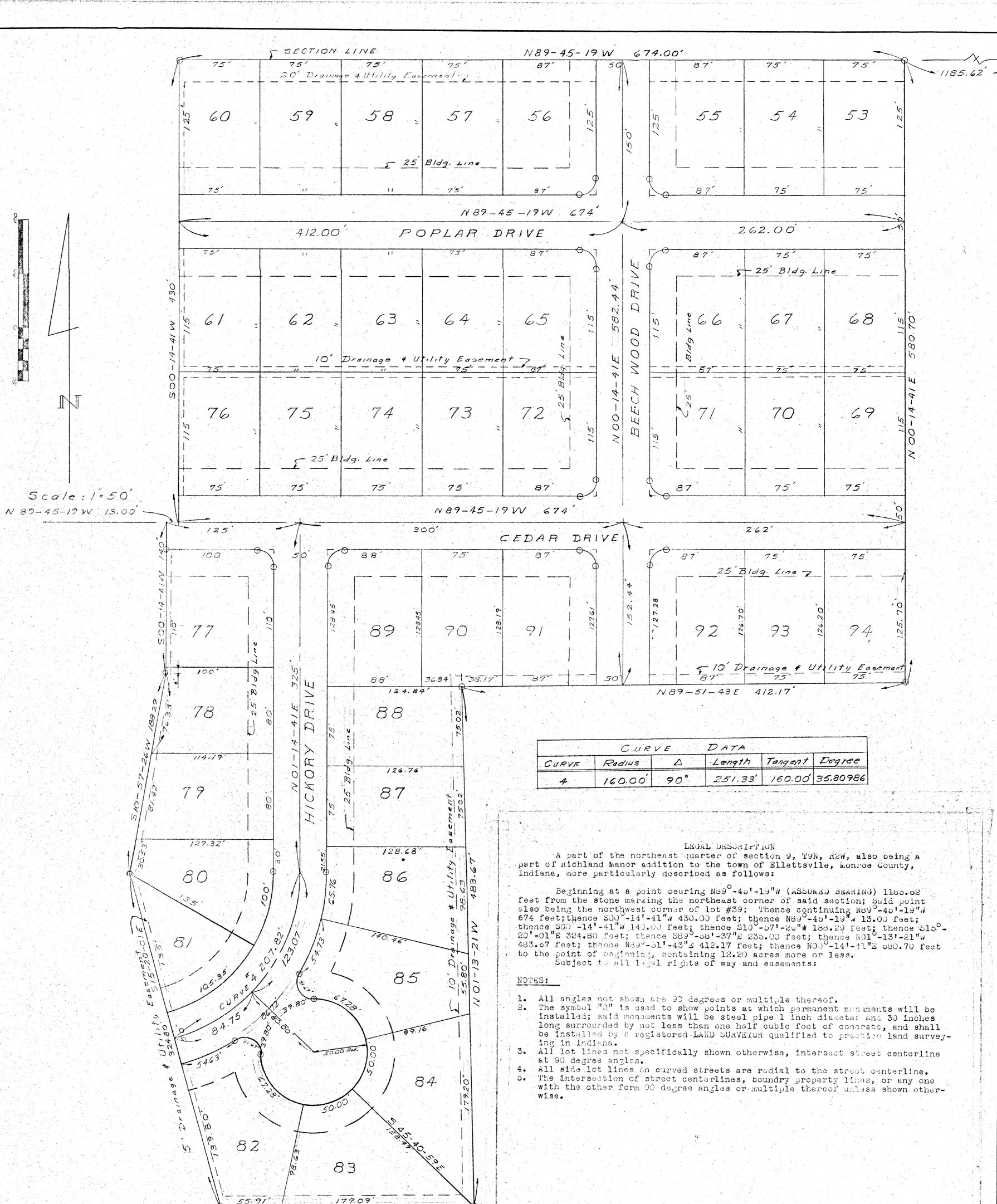
Approved by County Plan Commission at a meeting held:

Pre sident

I, Claude J. quillen, hereby cartify that I am a Land Surveyor licensed in compliance with the Laws of the State of Indians; that this plat correctly represents a survey completed by me that all the monuments shown thereon actually exist; and that the location, site,

type and material are accurately shown.

Claude J. Quillen, E.L.S. #10544



589-58-37E 235

SIECO, Inc.

JOB NO. 62B18

SCALE / = 50

1-31-63

W.D.O.

MARBAUGH ENG PB-163

architects

engineers

COLUMBUS

MADISON BLOOMINGTON

DRAWN

CHECKED

CERTIFIED